

**First Amendment to Agreement for Retail Sanitary
Sewer and Water Supply Services to the Village of Gurnee**

This *First Amendment to Agreement for Retail Sanitary Sewer and Water Supply Services to the Village of Gurnee*, is entered into this ____ day of _____, 2019, between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois (“County”) and the VILLAGE OF GURNEE, an Illinois municipal corporation (“Village”) (the “First Amendment”).

RECITALS

WHEREAS:

1. The County and the Village entered into an Intergovernmental Agreement regarding the Western Area of the Village, dated February 18, 2008 (the “IGA”).
2. The IGA incorporated an *Agreement for Retail Sanitary Sewer and Water Supply Services to the Village of Gurnee* (“Retail Agreement”), which was an exhibit to the IGA, and through which the County provides retail sewer and water services to certain Village parcels within certain described boundaries of a service area under the jurisdiction of the Village. The service area is shown in Exhibit A to the Retail Agreement.
3. The Village now seeks to expand the Retail Agreement’s service area to a property the Village has annexed but is outside of the existing service area, but adjacent to an existing property within the service area.
4. The County has determined that, subject to the terms of this First Amendment, the extension of retail sanitary sewage disposal service to the new property is feasible.
5. With this First Amendment, the County and Village seek to amend the Retail Agreement to provide for retail sewer and water service to the new property.

NOW THEREFORE, in consideration of the mutual covenants contained in this First Amendment, the County and Village agree as follows:

SECTION ONE: Recitals.

The foregoing recitals are incorporated into the body of this First Amendment.

SECTION TWO: Additional Service Area.

(a) Subject to the conditions set forth in Section Three, below, as well as the terms and conditions of the Retail Agreement, the County agrees to provide retail sewer and water service within the boundaries of the real property delineated as the “Newly added

service area” on “Exhibit A-1” to this Agreement, which amends (updates) the previous Exhibit A to the Retail Agreement. Exhibit A-1 supersedes all prior depictions of the Gurnee Retail Service Area.

SECTION THREE: Acknowledgements.

The parties hereby acknowledge and agree that nothing in the Retail Agreement or this First Amendment requires the County to provide retail sanitary sewer and water service to areas within or outside the Village that are not a part of the Gurnee Retail Service Area, as modified by this First Amendment. The parties also agree that nothing in the Retail Agreement or this First Amendment shall be construed as an admission by the County that: the County acts or operates as a public or private utility; the County acts or operates in a business or proprietary capacity in providing sewer service to the Village; or that the County is under any obligation to provide retail sewer and water service to other areas within the Village. The County’s sole obligation to provide retail sewer and water service to the Village is the contractual obligation set forth in the Retail Agreement, as amended.

SECTION FOUR: Exhibits.

Exhibit A-1, which is attached to this First Amendment, is incorporated into and an integral part of this First Amendment.

SECTION FIVE: Confirmation.

Except as modified by this First Amendment, the County and Village ratify and confirm the Retail Agreement.

SECTION SIX: Recordation.

Following its execution, the County may record this First Amendment with the Office of the Lake County Recorder of Deeds, and the County shall bear any recording fees.

—Signature Page Follows—

Signed:

VILLAGE OF GURNEE

COUNTY OF LAKE

By _____

By: _____

Its President

Its Chair, Lake County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Village Clerk

County Clerk

(Seal)

(Seal)

DRAFT

Exhibit A-1

Gurnee Retail Service Area Map, as amended

DRAFT